

Exhibit P

JAN 08 2001

ELLIOTT W. GUMAER, jr.
Cottage 494 – West 28th Street
P. O. Box 30478
Sea Island, GA 31561

January 2, 2001

PERSONAL AND CONFIDENTIAL

Mr. Lester Eber, President
Eber Bros. Wine & Liquor Corporation
155 Paragon Drive
Rochester, NY 14624

Dear Les:

As you know, I shall retire from Nixon Peabody at the close of the Firm's fiscal year on January 31st. I shall, however, remain a Trustee of the Alan Eber Trust (as was your father's wish) and shall continue as a Director and Consultant of the Eber Companies and as your personal counsel as Chief Executive Officer. The source of my compensation for the responsibilities assumed in those capacities will necessarily change. This letter addresses that issue.

You and I are familiar with our past practices. For the record, however, a bit of history may be helpful. Over the past twenty-five years or so, it has been our understanding that my compensation for the responsibilities assumed on behalf of your family and the Eber Companies would be derived from fees paid to Nixon Peabody (and its predecessor firms) which would act as general counsel to the Companies overseeing all of the legal engagements to which the Companies (or the Eber Trust) would be a party. Following my retirement from the Firm, the Companies shall select whatever counsel we believe will most effectively represent our interests from time to time as we grow and judge each engagement independently. As a Director, I heartily endorse this procedure as being in the best interests of the Companies.

In New York State, a Trustee is compensated by a commission payable annually from the income and principal of the trust. While the amount of this commission varies depending of the value of the trust, a percentage of .003% is applicable to trusts with a principal value in excess of \$1,000,000. The Eber Trust consists almost exclusively of stock of Eber Bros. & Co., Inc. and of its subsidiary companies for which there is no readily determinable market value. The book value of Eber Bros. & Co., Inc., however, at the close of its last fiscal year was in excess of \$20,000,000. While book value is by no means the best (or only) factor from which to determine a corporation's value, it is one of the factors which we can use to determine the magnitude of the responsibility which you and I share as a duty to your extended family.

As a Director and consultant to the Companies, I have endorsed your strategic plan to grow our companies thus enabling us to compete in an industry that has changed radically over the years since your father's death. We are a far different entity from twenty-five years ago, becoming a major player of which our competitors are acutely aware. I am confident that without your foresight and hard work implementing the necessary changes that we would now confront much more serious issues than we now face. I have always supported and encouraged you to move forward; and, to the extent that I am able, I look forward to continuing that relationship.

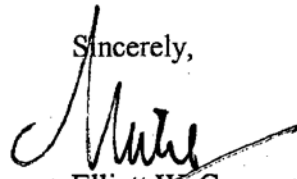
With the foregoing as historical reference, I would propose to you the following:

- a.) I shall continue to waive any direct annual compensation as a Trustee of the Alan Eber Trust;
- b.) I shall continue as a Director of the Eber Companies without any compensation commensurate with my responsibilities as a Director; and
- c.) I shall continue to serve as a consultant to the Companies and as counsel to you, personally and as Chief Executive Officer.

As compensation for all of these duties, the Eber Companies will pay me an annual consulting fee of \$40,000, payable quarterly on the first of February, May, August and November, beginning on February 1, 2001. This relationship shall remain in place until modified by you and me in the manner established by this letter. If you are comfortable with our understanding as stated herein, please initial a copy of this letter (provided for that purpose) and return it to me.

I look forward with enthusiasm to the years ahead.

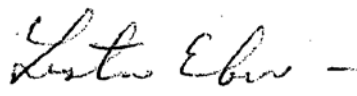
Sincerely,



Elliott W. Gumaer, jr.

The terms and conditions of this letter are agreed by the Eber Companies.

Lester Eber - January , 2001



President